

REQUEST FOR BID PROPOSAL  
DEPARTMENT OF INLAND FISHERIES AND WILDLIFE  
ROAD MAINTENANCE AT THE  
BUD LEAVITT WILDLIFE MANAGEMENT AREA,  
GARLAND AND CHARLESTON, PENOBSCOT COUNTY, MAINE

The enclosed material is intended to provide additional information relating to the proposed 1900 feet of road maintenance at the Bud Leavitt Wildlife Management Area. If you wish to be considered for the contract award, please complete Section 00 41 13 and return to: **Ryan Robicneau, Maine Department of Inland Fisheries and Wildlife, 270 Lyons Road, Sidney, ME 04330** by 2:00 PM on Tuesday, May 15<sup>th</sup> 2012.

The terms of the roadwork are as follows:

1. **Work Area** - The road lengths to be worked are outlined on the attached map (EXHIBIT A). The extent of the work includes culvert (cross drainage) installation, road surface shaping, roadside ditching, stabilization of disturbed areas, surface gravel placement and final grading. You are invited to inspect the proposed roadwork at your convenience. The roadwork has been stationed via flagging on site at intervals of 200 feet.
2. **Contract Period** - The contract period runs through August 31<sup>st</sup>, 2012.
3. **Specifications** - Your attention is called to the "Culvert Specifications and Installation Instructions", "Ditching Specifications", "Stream Crossing Specifications", "Soil Stabilization Specifications", and the "Surface Gravel and Final Grading Specifications" in **Rider A**. Attention is also called to Section 00 11 13 - Notice to Contractors; Section 00 21 13 – Instruction to Bidders; Section 00 41 13 – Contractor Bid Form and the State of Maine, Small Construction Project Contract.
4. **Statutes and Regulations** – The Department will be responsible for the permits required under any applicable NRPA statutes, including Shoreland Zoning Regulations for the communities in which the work will be performed.

## RIDER A – SPECIFICATIONS OF WORK TO BE PERFORMED

In all cases, local and state laws and regulations shall be adhered to during road construction activities. In addition to state and local laws, Best Management Practices (BMP's) should also be followed to ensure the protection of water quality. The following publications can be used for references:

**Gravel road Maintenance Manual: A Guide for Landowners on Camp and Other Gravel Roads, April 2010** available at [http://www.maine.gov/dep/blwq/docwatershed/roads/gravel\\_road\\_manual.pdf](http://www.maine.gov/dep/blwq/docwatershed/roads/gravel_road_manual.pdf)

**Maine Erosion and Sediment Control BMP, March 2003** available at <http://www.maine.gov/dep/blwq/docstand/escbmps/>

**Best Management Practices for Forestry: Protecting Maine's Water Quality, 2004**

### BROAD BASED DIP DESCRIPTION AND CULVERT SPECIFICATIONS AND INSTALLATION INSTRUCTIONS

Unless otherwise indicated, all culverts shall be HDPE, Type S. Standard culvert lengths for all cross drains and ditch relief culverts (cross drainage) are 20 feet, unless indicated otherwise. All cross drain culverts are 15 inches in diameter. **Culverts are to be supplied by the Contractor.**

The contractor will be responsible for the following:

1. The installation of culverts in the amounts and locations specified on the station lists.
2. Culverts shall be covered with a minimum of 6 inches of .5" (1/2 inch) minus processed, compacted gravel free of organic material. Finer non-organic material may also be used, such as "crusher dust". The remaining depth of cover may consist of 2" minus crushed or screened gravel with a minimum total depth of 1 foot. All materials to be used shall be approved prior to application by the Department.
3. Where appropriate, cross drain culverts shall be angle 20 to 30 degrees downslope to a line perpendicular to the road centerline. Pitch culvert at a 2% (1/4" per foot of length) slope minimum to avoid ponding in culvert. Extend culvert 1'- 0" beyond the road fill/bed at each end. At the inlet and outlet stabilize the bank width of the culvert (15" min) each side with large angular rip-rap over non-woven geotextile fabric. At culvert inlet provide anti-seep protection using geotextile fabric or anti-seep collar.
4. A well armored berm higher than the top of the culvert shall also be constructed in the upslope ditch for all cross drains, forcing water to pass through the cross drain culvert.
5. All culverts will be installed to the manufacturers' specifications, available upon request.
6. Old culverts that are not re-usable shall be disposed of at locations and in a manner approved by the department.
7. Broad based dips are basically gentle dips, or waves on the traveled surface to divert water from the travelled way into a vegetated buffer strip. Proper construction includes the following:
  1. Excavate at a 30- to 45-degree angle to the road.
  2. Allow at least 150 feet for the entire dip.
  3. Build the top of the berm at least 18 inches higher than the bottom of the dip.
  4. Dig the outlet of the dip at least 3 inches lower than the upper end. Water will flow across it and out into the adjoining vegetated area instead of pooling in the bottom of the dip.

5. Space broad-based dips the same as cross-drainage culverts.

8. Broad based dips, in most locations will be installed using a dozer if available.

9. SEE ATTACHED STATION LIST FOR DETAILS, INCLUDING MATERIALS COUNT.

## DITCHING SPECIFICATIONS

In most cases, light ditching is required, with many areas only requiring cleaning the existing ditch and shaping from the shoulder of the road into the bottom of the ditch. This will allow water to pass unobstructed from the road surface into the ditch. The entire road length will be shaped prior to ditching or installation of gravel.

Requirements are as follows:

1. Where possible, ditch slopes should not exceed 2:1 slope. Where ditch slopes exceed 2:1 rip-rap consisting of fitted angular stone in varying sizes will be placed over geotextile fabric.
2. Ditches shall not terminate in streams and shall be terminated in a stable vegetated area.
3. Where possible and as indicated on the attached station list ditch water turnouts should be constructed. Turnouts should have a flared end section that is level and lined with 4"-6" crushed, angular stone to spread out the flow. This level spreader converts the channeled flow into slower, shallow sheet flow. Turnouts should be stabilized so as not to create additional soil erosion. Turnouts with less than a 5% slope can be seeded and stabilized with a conservation mix and mulched with hay or erosion control blanket until the seed germinates. Alternatively, on steeper slopes and areas receiving greater flow, 3"-6" angular rip-rap placed over non-woven geotextile fabric can be used to line the structure.
4. Ditch backslopes should only be shaped where slumping has occurred or the slope exceeds 2:1.
5. Waste material generated from ditching should be cast and smoothed on the low side of the roadway.
6. Ditching material shall not be placed in mounds or rows upslope or behind the ditch.

## STREAM CROSSING SPECIFICATIONS

In order to protect water quality and habitat value, additional precautions are required at stream crossings and approaches.

1. Disturbance shall be minimized within 100 feet of stream crossings and ditch water shall be diverted outside of stream zones through stable vegetated areas.
2. All disturbed soils within 75 feet of stream crossings shall be established with hay, lime, fertilizer and approved herbaceous seed as outlined in SOIL STABILIZATION SPECIFICATIONS.

## SOIL STABILIZATION SPECIFICATIONS

Stabilization refers to preventative measures designed to reduce impacts from erosion during and after the proposed roadwork.

1. All soils disturbed within 75 feet of all streams shall be immediately stabilized with conservation mix grass seed, fertilizer and mulch hay approved by the Department.

Lime, Fertilizer, Herbaceous Seed and Mulch Specifications:

- 100 lbs of **lime** per 1000ft<sup>2</sup>
  - 10 lbs of 10-10-10 fertilizer per 1000 ft<sup>2</sup>
  - herbaceous seed mix approved by the Department
  - Mulch hay is required on any scarified mineral soil within 75' of a brook and on slopes greater than 5 percent
2. All ditch relief culverts shall be stabilized within 10 feet of the inlet and outlet with mulch hay upon installation.
  3. Other sensitive areas with slopes not exceeding 2:1 shall also be stabilized with hay and seed within a reasonable time frame, as determined by the Department.
  4. During the contract period, silt fences, hay bales, berms of erosion control mix, check dams, etc. will be properly installed and maintained to prevent sediment laden water from entering streams.

## SURFACE GRAVEL AND FINAL GRADING SPECIFICATIONS

Total length of gravel application is 1800 feet applied 6 inches deep (compacted) and 14' wide conservatively equals approximately 650 cubic yards, allowing for an additional 30 cubic yards of material over culverts, and additional gravelling as needed (See Attached STATION LIST/GRAVELLING). Gravel will be approved by the Department prior to construction. The source of the gravel shall be the responsibility of the contractor and should be considered in the overall price quote. Shaping of the road using a dozer will be completed prior to application of the gravel

1. Gravel should be well-graded with the majority of the gravel smaller than ½ " in size. The maximum particle size is 2". The gradation should be as follows"
  - 85%-100% by weight smaller than ¾"
  - 70%-100% by weight smaller than ½"
  - 55%-85% by weight smaller than ¼"
  - 20%-35% by weight smaller than #40 sieve (sand)
  - 7%-12% by weight smaller than #200 sieve (silt)
2. Gravel shall be applied in such a manner to provide ½" of crown or slope per foot of road width (i.e. 14' road would have a 3 ½" crown at the centerline.
3. A final grading will be performed after gravel placement is complete to assure proper crown exists and water is draining off the road surface and into roadside ditches.

Scotland  
1,800 feet

## STATION LIST - CULVERTS, BROAD BASED DIPS, ETC.

Station # (ft.)	Description	Comments
0	broad based dip (2)	at intersection of roads, clean out existing culvert
200+55	turnout	ditch turnout, left side of road
400+105	15" x 20' x-drain	remove and replace old culvert
600+95	15" x 20' x-drain	remove and replace old culvert
800+134	15" x 20' x-drain	install new culvert
1000+82	ditch turnout	cleanout and use existing turnout on right
1000+105	ditch turnout	cleanout and use existing turnout on left
1200+94	ditch turnout	cleanout and use existing turnout on right
1200+138	ditch turnout	cleanout and use existing turnout on left
1400+126	ditch turnout	create new turnout across old road on left
1600+45	ditch turnout	cleanout and use existing turnout on left
1800+35	ditch turnout	create new turnout on right

Materials Count		Notes
3	15" x 20' culverts	
3	total culvert installations	

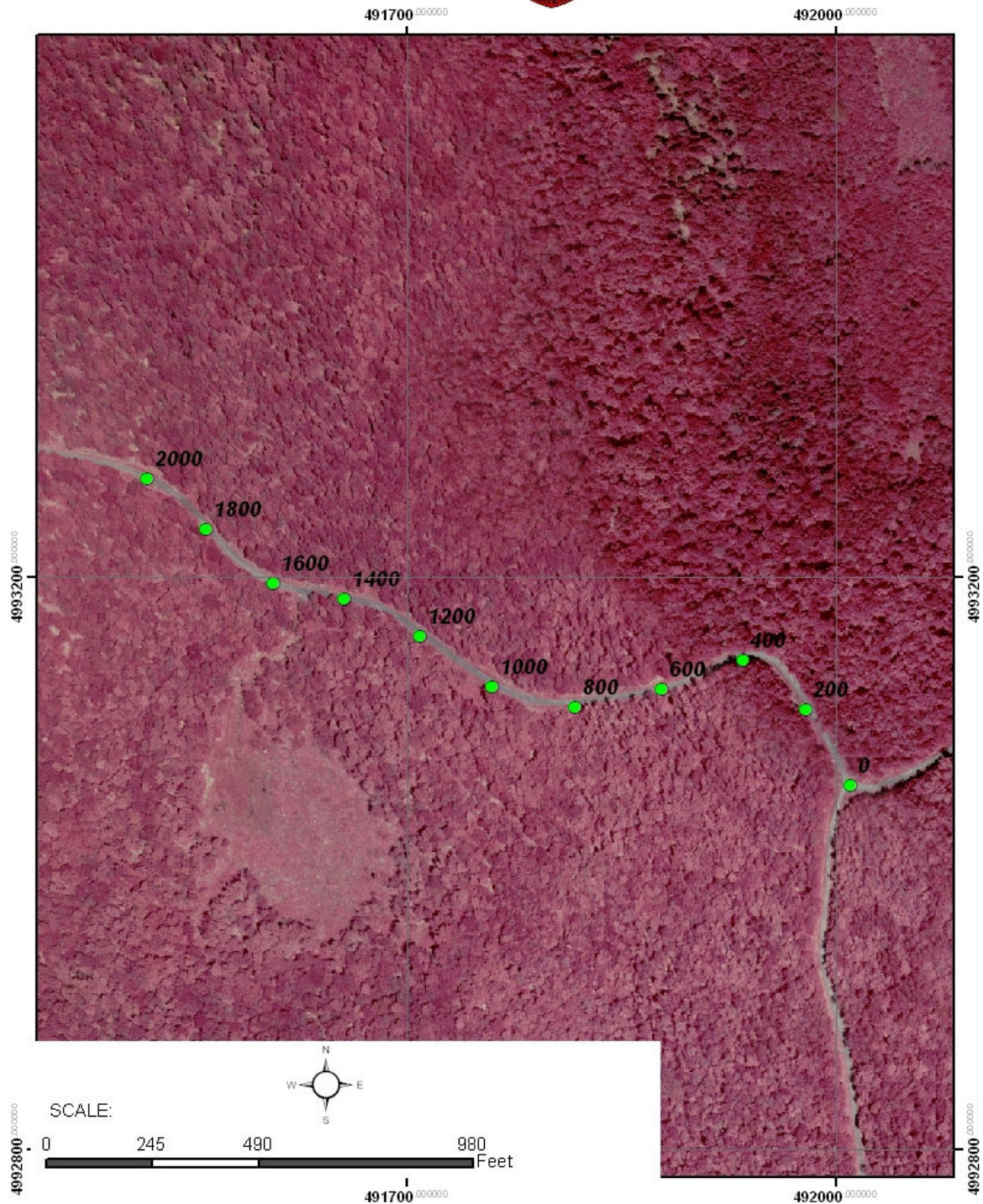
# EXHIBIT A

## Bud Leavitt WMA Scotland Road



### Bud Leavitt WMA

● 200ft\_Stations

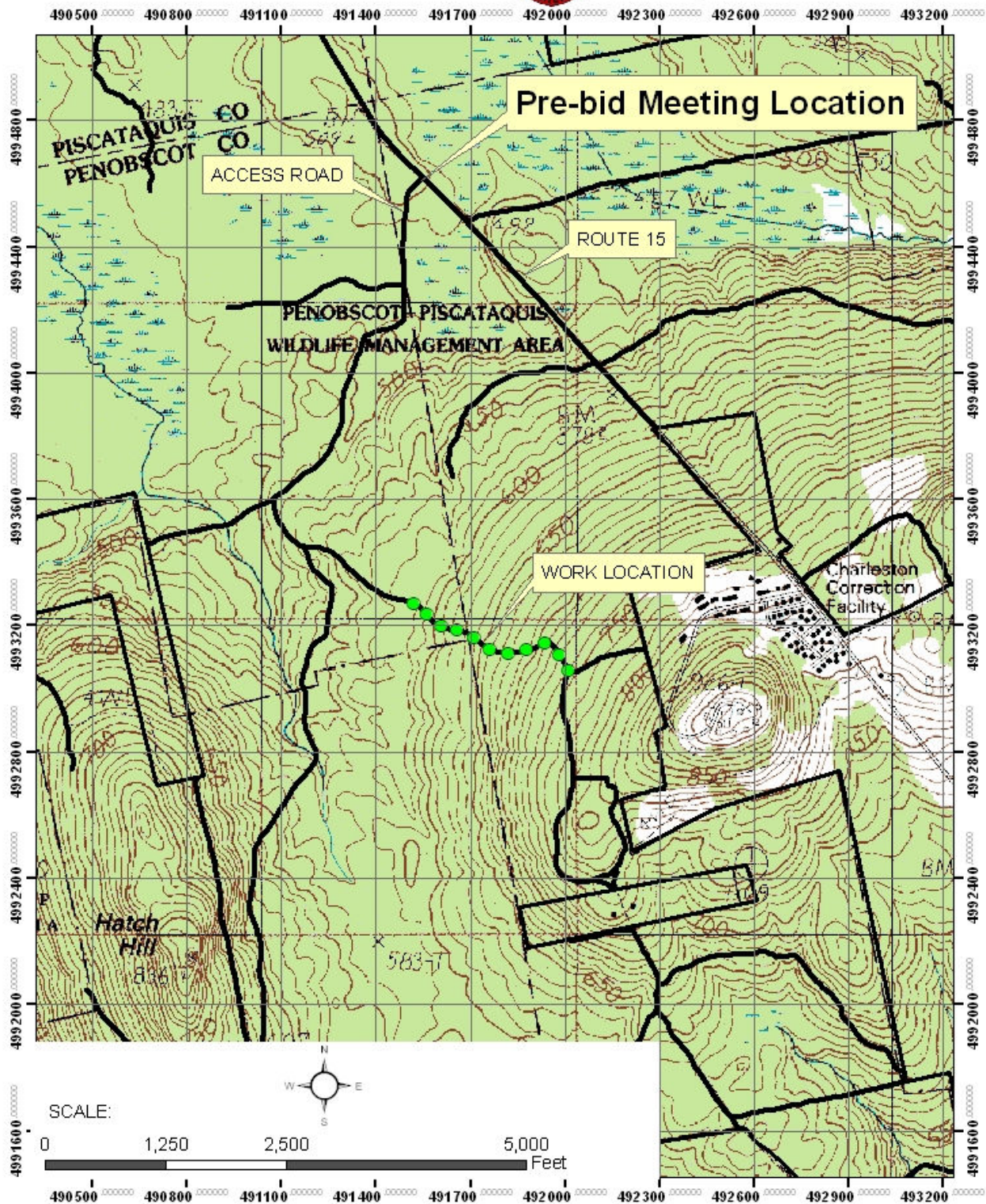


# LOCUS MAP

Bud Leavitt WMA  
Scotland Road



Bud Leavitt WMA



## Section 00 11 13 – Notice to Contractors

### Road Maintenance at the Bud Leavitt Wildlife Management Area

*This is a road reconstruction project covering approximately 2000' of gravel road and includes ditching, culvert installation and gravel application.*

The cost of the work is approximately \$ 25,000.00. The work to be performed under this contract shall be completed on or before *31 August 2012*.

1. Sealed Contractor bids for the project noted above, in envelopes plainly marked "Bid for Road Maintenance at the Bud Leavitt Wildlife Management Area" and addressed to:  
*Ryan Robicheau, Lands Management Biologist  
270 Lyons Road  
Sidney, ME 04330*

will be opened and read aloud at *MDIFW Sidney Regional Headquarters, 270 Lyons Road, Sidney, ME 04330* at **2:00 p.m.** on **May 15<sup>th</sup>, 2012**. Bids submitted after the noted time will not be considered and will be returned unopened.

2. The bid shall be submitted on the Contractor Bid Form (section 00 41 13) provided in the Bid Documents. The Owner reserves the right to accept or reject any or all bids as may best serve the interest of the Owner.
3. Bid security *is not required* on this project.  
The Bidder shall include a satisfactory Bid Bond (section 00 43 13) or a certified or cashier's check for 5% of the bid amount with the completed bid form submitted to the Owner.
4. Performance and Payment Bonds *are not required* on this project.  
The selected Contractor shall to furnish a 100% contract Performance Bond (section 00 61 13.13) and a 100% contract Payment Bond (section 00 61 13.16) in the contract amount to cover the execution of the Work.
5. Filed Sub-bids *are not required* on this project.
6. An on-site pre-bid conference *will be conducted* for this project.  
The pre-bid conference is *mandatory* for General Contractors and optional for Subcontractors and suppliers. *The pre-bid conference will be held at 8:00 AM, Thursday, May 3<sup>rd</sup>, 2012 at the intersection of the "Access Road" and Route 15 in Charleston - see attached locus map.*
7. Bid Documents - full sets only - will be available on or about *April 20th, 2012* and may be purchased (*no purchase necessary*) from:  
*Maine Department of Inland Fisheries and Wildlife - ATTN: Ryan Robicheau  
270 Lyons Road  
Sidney, ME 04330  
207-547-5327, email: ryan.robicheau@maine.gov*

**00 21 13**  
**Instructions to Bidders**

**1. Bidder Requirements**

- 1.1 A bidder is a Contractor who is qualified, or has been specifically pre-qualified by the Bureau of General Services, to bid on the proposed project described in the Bid Documents.
- 1.2 Contractors and Subcontractors bidding on projects that utilize Filed Sub-bids shall follow the requirements outlined in these Bid Documents for such projects. See Section 00 22 13 for additional information.
- 1.3 Contractors are not eligible to bid on the project when their access to project design documents prior to the bid period distribution of documents creates an unfair bidding advantage. Prohibited access includes consultation with the Owner or with design professionals engaged by the Owner regarding cost estimating, constructability review, or project scheduling. This prohibition to bid applies to open, competitive bidding or pre-qualified contractor bidding or Filed Sub-bidding. The Bureau may require additional information to determine if the activities of a Contractor constitute an unfair bidding advantage.
- 1.4 Each bidder is responsible for becoming thoroughly familiar with the Bid Documents prior to submitting a bid. The failure of a bidder to review evident site conditions, to attend available pre-bid conferences, or to receive, examine, or act on addenda to the Bid Documents shall not relieve that bidder from any obligation with respect to their bid or the execution of the work as a Contractor.
- 1.5 Prior to the award of the contract, General Contractor bidders or Filed Sub-bidders may be required to provide documented evidence to the Owner or the Bureau showing compliance with the provisions of this section, their business experience, financial capability, or performance on previous projects.
- 1.6 The selected General Contractor bidder will be required to provide proof of insurance before a contract can be executed. ~~Refer to section 00 72 16 Insurance Requirements, for specific requirements.~~ Refer to Small Construction Project Contract for specific requirements.
- 1.7 Contracts developed from this bid shall not be assigned, sublet or transferred without the written consent of the Owner.

**2. Authority of Owner**

- 2.1 The Owner reserves the right to accept or reject any or all bids as may best serve the interest of the Owner.
- 2.2 Subject to the Owner's stated right to accept or reject any or all bids, the Contractor shall be selected on the basis of the sum of the lowest acceptable bid plus any Alternate Bids the Owner elects to include.
- 2.3 The Owner is exempt from the payment of Federal Excise Taxes and Federal Transportation Tax on all shipments, as well as Maine State Sales and Use Taxes on items "...physically incorporated in real property ...". The bidder shall not include these taxes in their bid. ~~See Section 00 72 13 for additional information.~~

**00 21 13**  
**Instructions to Bidders**

**3. Submitting Bids and Bid Requirements**

- 3.1 Each bid shall be submitted on the forms provided in the Bid Documents.
- 3.2 Each bid shall be valid for a period of thirty calendar days following the Project bid opening date and time.
- 3.3 A bid that contains an escalation clause is considered invalid.
- 3.4 Bidders shall include a Bid Bond or other approved bid security with the bid form submitted to the Owner when the bid form indicates such bid security is required. The bond value shall be 5% of the bid amount. The form of bond is shown in section 00 43 13.
- 3.5 Bidders shall include the cost of Performance and Payment Bonds in the bid amount if the bid amount will result in a construction contract value over \$125,000, inclusive of alternate bids that may be awarded in the contract. Pursuant to 14 M.R.S.A., Section 871, Public Works Contractors' Surety Bond Law of 1971, subsection 3, the selected Contractor is required to provide these bonds before a contract can be executed. The form of bonds are shown in section 00 61 13.13 and 00 61 13.16.
- 3.6 Bidders may modify bids in writing prior to the bid closing time. Such written amendments shall not disclose the amount of the initial bid. If so disclosed, the entire bid is considered invalid.
- 3.7 Bidders shall acknowledge on the bid form all Addenda issued in a timely manner. The Architect shall not issue Addenda affecting bidders less than 72 hours prior to the bid closing time. Addenda shall be issued to all companies who are registered holders of Bid Documents.
- 3.8 A bid may be withdrawn without penalty if a written request by the bidder is presented to the Owner prior to the bid closing time. Such written withdrawal requests are subject to verification as required by the Bureau. After the bid closing time, such written withdrawal requests may be allowed in consideration of the bid bond or, without utilizing a bid bond, if the Contractor provides documented evidence to the satisfaction of the Bureau that factual errors had been made on the bid form.
- 3.9 ~~Projects which require a State of Maine wage determination will include that schedule as part of the Bid Documents. See section 00 73 46, if such rates are required.~~
- 3.10 ~~Projects which require compliance with the Davis Bacon Act are subject to the regulations contained the Code for Federal Regulations and the federal wage determination which is made a part of the Bid Documents. See section 00 73 46, if such rates are required.~~

00 41 13  
Contractor Bid Form

**Road Maintenance at the Bud Leavitt Wildlife Management Area**

To: *Ryan Robicheau*  
Maine Department of Inland Fisheries and Wildlife  
270 Lyons Road  
Sidney, ME 04330

1. The undersigned, or "Bidder", having carefully examined the form of contract, general conditions, specifications and drawings dated *April 20<sup>th</sup>, 2012*, prepared by *Maine Department of Inland Fisheries and Wildlife for Road Maintenance at the Bud Leavitt Wildlife Management Area*, as well as the premises and conditions relating to the work, proposes to furnish all labor, equipment and materials necessary for and reasonably incidental to the construction and completion of this project for the Base Bid amount of:

\_\_\_\_\_ Dollars  
\$ \_\_\_\_\_

Allowances *are not included* on this project.

The bid amount above includes the following Allowances:

*insert brief name of Allowance \$insert dollar amount of Allowance*

*insert brief name of Allowance \$insert dollar amount of Allowance*

2. Alternate bids *are not included* on this project.  
Any dollar amount line below that is left blank by the Bidder shall be taken as a bid of \$0.00.  
Alternate bid prices are as follows:

<u>Alternate No.</u>	<u>Title of Alternate</u>	<u>Dollar amount</u>
<i>1</i>	<i>insert title of Alternate as shown in specification</i>	\$ _____
<i>2</i>	<i>insert title of Alternate as shown in specification</i>	\$ _____
<i>3</i>	<i>insert title of Alternate as shown in specification</i>	\$ _____
<i>4</i>	<i>insert title of Alternate as shown in specification</i>	\$ _____

3. The Bidder acknowledges receipt of the following addenda to the specifications and drawings:

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

00 41 13  
**Contractor Bid Form**

4. Bid security *is not required* on this project.  
The Bidder shall include a satisfactory Bid Bond (section 00 43 13) or a certified or cashier's check for 5% of the bid amount with this completed bid form submitted to the Owner.
  
5. The Bidder agrees, if this bid is accepted by the Owner, to sign the designated Owner-Contractor contract and deliver it, with any and all bonds and affidavits of insurance specified in the Bid Documents, within twelve calendar days after the date of notification of such acceptance, except if the twelfth day falls on a State of Maine government holiday or other closure day, a Saturday, or a Sunday, in which case the aforementioned documents must be received before 12:00 noon on the day following the holiday or other closure day, Saturday or Sunday.

As a guarantee thereof, the Bidder submits, together with this bid, a bid bond or other acceptable instrument as and if required by the Bid Documents.

00 41 13  
Contractor Bid Form

6. This bid is hereby submitted by:

Signature: \_\_\_\_\_

Printed name and title: \_\_\_\_\_

Company name: \_\_\_\_\_

Mailing address: \_\_\_\_\_

City, state, zip code: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

State of incorporation,  
if a corporation: \_\_\_\_\_

List of all partners,  
if a partnership: \_\_\_\_\_

Appropriation No: \_\_\_\_\_

**STATE OF MAINE**  
**SMALL CONSTRUCTION PROJECT CONTRACT**

*(Use when contract value is less than \$50,000)*

AGREEMENT entered into the \_\_\_\_\_ day of month, year by and between the *State of Maine* through the Agency name hereinafter called the *Owner* and \_\_\_\_\_ hereinafter called the *Contractor*.

Agency or BGS Project No.: \_\_\_\_\_

For the following Project: brief name of project at facility or campus name, municipality, Maine.

Brief Scope of Work: \_\_\_\_\_  
(Provide a detailed description of the work in "Attachment A")

The Owner and Contractor agree as follows:

**ARTICLE 1 PAYMENTS AND COMPENSATION TO THE CONTRACTOR**

§ 1.1 Subject to additions and deductions provided by approved change orders, the Contract Sum to furnish all labor, equipment, materials and incidentals necessary for the construction of the work described in "Attachment A" shall be the net firm amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_ .00).

§ 1.2 Agreements based on a not-to-exceed amount shall specify the hourly rates, unit prices or allowances in "Attachment B".

§ 1.3 Changes in the work to be performed must be approved by Owner and Contractor prior to proceeding with the work. Change orders shall be recorded on a form approved by the Bureau of General Services (BGS).

§ 1.4 Payments are due and payable thirty (30) days from the date of receipt of the Contractor's invoice. Amounts due that are unpaid thirty (30) days after receipt of the invoice shall bear interest at the rate of seven percent (7%) per annum.

**ARTICLE 2 TIME OF COMPLETION**

§ 2.1 The work to be performed under this Agreement shall be completed on or before the date noted here: \_\_\_\_\_.

**ARTICLE 3 CONTRACTOR'S RESPONSIBILITIES**

§ 3.1 The Contractor shall acquire all permits applicable for the work not specifically identified as provided by the Owner. Costs for Contractor-provided permits shall be included in the Contract Sum identified in Section 1.1 above.

§ 3.2 The Contractor shall comply with all laws applicable to this work.

§ 3.3 The Contractor shall comply with Department of Labor regulations regarding wage and benefit records for contracts of \$10,000 or greater value, excluding temporary or emergency repairs.

§ 3.4 The Contractor shall remain an independent agent during the duration of this Agreement, shall not become an employee of the State, and assures that no State employee shall be compensated by or otherwise benefit from this Agreement.

#### **ARTICLE 4 OWNER'S RESPONSIBILITIES**

§ 4.1 The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the project. The Owner has established a budget with reasonable contingencies that meets the project requirements.

§ 4.2 The Owner attests that all State of Maine procurement requirements have been met, including approval of this project and the solicitation of a minimum of three quotations for the work described in this contract.

#### **ARTICLE 5 TERMINATION**

§ 5.1 This Agreement may be terminated by either party upon not less than seven days' written notice to the other party should such other party fail to perform in accordance with the terms of this Agreement. This Agreement may be terminated by the Owner upon not less than seven days written notice to the Contractor for the Owner's convenience and without cause.

#### **ARTICLE 6 MISCELLANEOUS PROVISIONS**

§ 6.1 This Agreement shall be governed by the laws of the State of Maine.

§ 6.2 The Owner and Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to this Agreement. Neither party to this Agreement shall assign the Agreement as a whole without written consent of the other party, which consent the Owner may withhold without cause.

#### **ARTICLE 7 HOLD HARMLESS**

§ 7.1 The Contractor hereby indemnifies and holds harmless the Owner and its officers, agents, and employees from and against any liabilities, expenses (including reasonable attorney's fees and court costs), claims and demands:

- .1 for bodily injury, including death, and property damage caused in whole or in part, by any negligent act or omission of the Contractor, its subcontractors, agents, or employees, in connection with the performance of this Agreement;
- .2 for labor, services, or materials supplied to the Contractor in connection with the performance of this Agreement, unless such claim results from a breach of this Agreement by the Owner or its officers, agents or employees and;
- .3 arising from any violation by the Contractor, its subcontractors, agents, or employees, of any copyrights or other proprietary rights in connection with the performance of this Agreement.

## ARTICLE 8 INSURANCE REQUIREMENTS

§ 8.1 The certificates shall name the Owner as certificate holder and as additional insured for general liability and automobile liability coverages. The submitted forms shall contain a provision that coverage afforded under the insurance policies will not be canceled or materially changed unless at least ten (10) days prior written notice by registered letter has been given to the Owner and the Bureau of General Services. The Owner does not warrant or represent that the insurance required herein constitutes an insurance portfolio which adequately addresses all risks faced by the Contractor. The Contractor is responsible for the existence, extent and adequacy of insurance prior to signing this Agreement.

§ 8.2 The Contractor shall procure and maintain insurance for the duration of the Project and, if written on a claims made basis, shall maintain such insurance for the duration of time that the claims insured against may be brought within the applicable Maine statute of repose. The Contractor shall ensure that all Subcontractors the Contractor engages or employs carry and maintain similar insurance in form and amount acceptable to the Owner. The insurance shall be of the types and limits set forth herein and such insurance as will protect the Contractor from claims which may result from the Contractor's execution of the Work, whether such execution be by the Contractor or by those employed by the Contractor or by those for whose acts they may be liable. The insurance coverage provided by the Contractor will be primary coverage. All required insurance coverages shall be placed with carriers authorized to conduct business in the State of Maine by the Maine Bureau of Insurance.

§ 8.3 The Contractor shall have workers' compensation insurance for all employees on the Project site in accordance with the statutory workers' compensation law of the State of Maine. Minimum acceptable limits for Employer's Liability are:

Bodily Injury by Accident .....	\$100,000
Bodily Injury by Disease .....	\$100,000 Each Employee
Bodily Injury by Disease .....	\$500,000 Policy Limit

§ 8.4 The Contractor shall have general liability insurance providing coverage not less than that of the 1996 occurrence version of the Insurance Services Office (ISO) Commercial General Liability Policy. This insurance shall cover bodily injury and property damage liability for all hazards of the Project including premise and operations, products and completed operations, contractual, and personal injury liabilities. Minimum acceptable limits are:

General aggregate limit .....	\$1,000,000
Products and completed operations aggregate .....	\$400,000
Each occurrence limit .....	\$400,000
Personal injury aggregate .....	\$400,000

§ 8.5 The Contractor shall have automobile liability insurance against claims for bodily injury, death or property damage resulting from the maintenance, ownership or use of all owned, non-owned and hired automobiles, trucks and trailers. Minimum acceptable limit is:

Any one accident or loss .....	\$400,000
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§ 8.6 The Contractor shall have property insurance for projects over \$1,000 as follows:

- 1 New construction – The Contractor shall procure and maintain Builder's Risk insurance naming the Owner, Contractor, and any Subcontractor as insureds as their interest may appear. Covered causes of loss form shall be all Risks of Direct Physical Loss, endorsed to include flood, earthquake, transit and sprinkler leakage

where sprinkler coverage is applicable. Unless specifically authorized in writing by the Owner, the limit of insurance shall not be less than the initial contract amount and coverage shall apply during the entire contract period and until the work is accepted by the Owner.

- 2 Renovations or additions within existing State-owned buildings – Coverage will be provided by the State of Maine in accordance with the terms and conditions of the State's property policy. The Owner shall notify Maine Risk Management Division concerning the project, including the nature and value of the work, planned start and completion date, and the name of the General Contractor. Said insurance coverage shall cover the interests of the Contractor and Subcontractor, as their interests may appear. Covered causes of loss form is Risks of Direct Physical Loss, endorsed to include flood, earthquake, transit and sprinkler coverage. Exclusions common to commercial property policies may be applicable. The \$500 per occurrence deductible is the responsibility of the Contractor. Should the Contractor or Subcontractor desire coverage in excess of that maintained by the State, it must be acquired by the Contractor and at Contractor expense. A certificate of insurance will be furnished to the Contractor upon request.

#### **ARTICLE 9 EQUAL EMPLOYMENT OPPORTUNITY**

§ 9.1 The Contractor shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Contractor shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

§ 9.2 The Contractor shall, in all solicitations or advertising for employees placed by or on behalf of the Contractor relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

§ 9.3 The Contractor shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

§ 9.4 The Contractor shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

§ 9.5 The Contractor shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

§ 9.6 The Contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

#### **ARTICLE 10 DISPUTE RESOLUTION**

§ 10.1 If, in the performance of this Agreement, there arises a dispute between the Contractor and the Owner that cannot be resolved by the parties to the Agreement, the dispute shall be referred to the Director of the Bureau of General Services who, at his/her discretion, will submit the dispute to non-binding Alternate Dispute Resolution (ADR) or binding arbitration. If the parties in dispute are not satisfied with the results of ADR, the Owner or the Contractor may resubmit the dispute to the Director of the Bureau of General Services for binding arbitration.

#### **ARTICLE 11 DEBARMENT AND SUSPENSION**

§ 11.1 The Contractor attests that it has not been declared ineligible to bid on State of Maine projects. The Director of the Bureau of General Services may disallow award of this contract to any Contractor if there is evidence that the Contractor through its own fault has been terminated, has been suspended for cause, has been debarred from bidding, has agreed to refrain from bidding as part of a settlement or has defaulted on a contract or had a contract completed by another party.

§ 11.2 The Contractor shall not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs or State of Maine projects.

#### **ARTICLE 12 OTHER PROVISIONS**

*(Insert any additional provisions to this Agreement below. Any such provisions or other revisions to the standard Agreement form are subject to approval by the Bureau of General Services.)*

§ 12.1 *There are no other provisions.*

This Agreement entered into as of the day and year first written above.

**OWNER**

\_\_\_\_\_  
*(Signature)* *(Date)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Department, Agency)*

\_\_\_\_\_  
*(Address)*

\_\_\_\_\_  
*(Telephone)*

**CONTRACTOR**

\_\_\_\_\_  
*(Signature)* *(Date)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Company Name)*

\_\_\_\_\_  
*(Address)*

\_\_\_\_\_  
*(Telephone)*

\_\_\_\_\_  
*(Vendor Number)*

If a corporation, use the corporate seal and write State of Incorporation. If a partnership, all partners should execute this Agreement.

*The use and content of this standard form of Agreement is controlled by and subject to revision by the Bureau of General Services. The current version of this form is available on the Bureau website (<http://www.maine.gov/bgs/>), or by contacting BGS at 77 State House Station, Augusta, Maine 04333, 624-7360.*